

AGREEMENT, entered into this day of
in the year Nineteen Hundred and Seventy-five by and between

TOWNSHIP OF JEFFERSON, a Municipal
Corporation of the State of New Jersey
with offices at Municipal Building
Weldon Road, Lake Hopatcong, New Jersey,
07849

(Hereinafter called the "Employer") and

JEFFERSON TOWNSHIP POLICEMAN'S
BENEVOLENT ASSOCIATION, LOCAL 190,
with its principal office, c/o
William McConley, Box 67, Lake Hopatcong,
New Jersey, 07849

(Hereinafter called the PBA)

W I T N E S S E T H

WHEREAS, pursuant to and in accordance with the provisions of Chapter 303 of Public Laws of the State of New Jersey of 1968, and the Amendment of 1974, the Employer and PBA have negotiated the terms and working conditions of the police officers for the year 1975;

WHEREAS, both the Employer and the PBA believe in the soundness of principle of collective bargaining and contracting;
and

WHEREAS, these negotiations have resulted in an agreement respecting the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained it is mutually agreed by and between the parties as follows:

SECTION 1. RECOGNITION. The Employer agrees to recognize and deal with the PBA through its respective appointed negotiators as the exclusive representative of all Police Officers in the Township of Jefferson excepting the division head (Police Chief).

SECTION 2. COVERAGE. It is intended that this agreement shall cover all matters pertaining to wages, hours, and working conditions concerning the Jefferson Township Police Department.

SECTION 3. WORK WEEK AND OVERTIME.

(A) The work period shall be 28 days, and each officer shall work 160 hours within the 28 day period at regular pay.

(B) Time and one-half shall be paid for all hours worked in excess of eight in any work day. Anyone above the rank of Sergeant shall not receive overtime pay.

(C) The Employer will pay straight time for any time spent by any police officer in the Superior or County Court, or the officer shall have the option of receiving compensatory time off, subject to the approval of the Chief of Police.

(D) The Employer will pay a minimum of two hours pay for the first two hours or any part thereof and one hours pay for each hour or part thereafter when an officer is called to work other than his normally scheduled working hours, at the rate of time and one-half.

(E) A log book will be provided at police headquarters for the purpose of logging all overtime in excess of eight hours in any work day. Any such excess hours shall be recorded in the

log book and initialled by either a superior officer or the desk officer, and approved by the Chief of Police.

SECTION 4. HOLIDAYS The following eleven days shall be designated holidays:

New Year's Day	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

SECTION 5. VACATIONS Vacations are to be in effect from January First to December Thirty-first and are granted on a calendar year basis. Police officers shall be entitled to vacations as follows:

One working day for each full month of service from date of appointment during first year of employment.

1 through 5 years service 12 days

6 through 10 years service 15 days

11 through 15 years service 18 days

16 through 20 years service 22 days

Over 20 years service Add 1 day for each year
over 20

SECTION 6. SICK LEAVE Sick leave shall be granted in accordance with New Jersey State Civil Service regulations.

SECTION 7. SALARIES AND WAGES All salaries and wages shall be paid periodically in accordance with New Jersey State Civil Service regulations as set forth in Schedule A attached hereto and made a part hereof.

SECTION 8. POLICE SCHOOLS Any Police Officer that is directed to attend a police school by the Chief of Police

during time which would normally be time off will receive compensation at straight time or compensatory time off, subject to the approval of the Chief of Police.

(a) Any expenses incurred attending said schools will be paid for by the Employer to include mileage for use of personal vehicles, meals, clothing and equipment.

SECTION 9. CLOTHING AND MAINTENANCE ALLOWANCES Each Police Officer shall be entitled to an allotment of \$400.00 per annum for the purchase of police uniforms, police equipment, and \$200.00 of said allotment shall not be payable directly to the Police Officer, but will be maintained in an account to be administered by the Chief of Police for direct payment to any supplier authorized by the Chief of Police. \$200.00 of said allotment shall be paid directly to the officer in two \$100.00 payments, payable January first and July first for maintenance of uniforms and equipment.

(A) In special exception cases where there is a loss of uniform in the line of duty, approval may be granted by the Director of Department of Public Safety or the Administrator for the officer to replace the uniform at township expense.

SECTION 10. COMPENSATION UPON PROMOTION Any Police Officer promoted to a higher rank, or the position of Detective, will receive compensation at the higher rate of pay from the date of appointment.

SECTION 11. LONGEVITY In addition to base pay, the Employer agrees to pay longevity starting at the fourth year, at two per cent (2%) and increased one-half percent (1/2%) each year until a maximum of \$1,000.00 total longevity is reached by each officer. Longevity shall be based on each officer's base annual wage. For the purposes of payment only, longevity compen-

sation shall be paid in a lump sum for the entire year on or before December 15th of any year.

(A) The Employer agrees to pay additional longevity compensation at the rate of \$300.00 per annum at the start of the 15th year thru the 17th year. At the start of the 18th year and each year there after \$500.00 per annum.

(B) The employer agrees to combine all longevity compensation with the officer's base pay at the start of the 18th year of service.

SECTION 12. TRAVELLING EXPENSES If, at any time, a Police Officer shall be required to use his personal vehicle for police business the Employer agrees to compensate said officer at the rate of 10 cents per mile. In addition, a police officer shall be entitled to reimbursement of a maximum of \$4.00 for any meal the officer is required to pay for out of personal funds. This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Township of Jefferson.

SECTION 13. COLLEGE CREDITS There is hereby established an educational program for the Police Department of the Township wherein for the successful completion of approved job-related courses, each participating policeman shall be awarded, but not included as part of base pay, \$17.00 per credit hour. Proper certifications concerning the completion and passage of said approved courses shall be on file with the Township Council by February first of each year. At that time each year the Township Council by resolution shall set forth the monetary amounts earned during the previous year. No consideration shall be given for less than 12 credit hours or for more than 72 credit hours.

(a) For the purpose of payment, compensation for college credits, successfully completed, will be paid on or before June 1st of any year.

(b) The Employer agrees to combine the entire amount of college credit payments that each officer is receiving at the start of his 18th year of service as part of that officer's base pay, for the purposes of increased retirement benefits.

SECTION 14. HOSPITALIZATION Employer agrees to provide a medical health insurance plan equal to Blue Cross-Blue Shield of New Jersey with Rider "J" benefits plus a major medical insurance plan equal to that now in force for officers and their dependants.

SECTION 15. DISABILITY The Employer agrees to pay any officer disabled in the line of duty his full pay until said officer is able to return to work or is retired on disability.

(a) While any officer is receiving temporary disability benefits and full pay from the Employer, he will make compensation to the Employer in the amount of temporary disability benefits received.

(b) An officer will not be required to compensate the Employer for any permanent disability benefits received.

SECTION 16 BENEFITS AFTER DISABILITY RETIREMENT AND BENEFITS TO WIDOWS AND DEPENDANTS Any Police Officer forced to retire due to a disability incurred in the line of duty shall be entitled to hospitalization benefits in accordance with the standard policy in effect for other police officers for himself, his wife, and dependants.

(a) Upon an officer's death in the line of duty, his widow shall continue to receive hospitalization coverage in accordance with the policy in effect for other officers until her death or such time as she remarries.

(b) Upon an officer's death, all other dependants shall continue to receive benefits until their 18th birthday. If dependant is deemed to be physically or mentally disabled, the hospitalization coverage, as is in effect for other officers, shall continue until his death.

SECTION 17 HOSPITALIZATION AFTER RETIREMENT If any officer retires because of age or length of service, he will have the option of continuing coverage of hospitalization insurance benefits as provided for other police officers if he reimburses the Employer for premiums incurred in advance on a quarter-year basis.

SECTION 18 TERM OF AGREEMENT This agreement shall take effect and be retroactive to January 1, 1975 and shall remain in full force and effect until midnight, December 31, 1975, and thereafter from year to year unless either party shall give notice in writing sixty (60) days in advance of the expiration date of this agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid sixty (60) day notice is given. Thereafter the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this section.

SECTION 19 GRIEVANCE PROCEDURE

OBJECTIVES

1. Resolve grievance as quickly as possible.
2. Settle the disagreement at the employee supervisor level informally.
3. Correct the cause of grievances to prevent future similar complaints.
4. A grievance procedure is to promote harmonious relations generally among employees and supervisors.

PROCEDURES

- A. In the event of any difference between the employer and employee or any recognized group or interpretation of rules that have been promulgated or the negotiated contract between the P.B.A. and the employer Jefferson Township, the individual will make known to his immediate supervisor, within 72 hours of the occurrence of the grievance and settle the difference with his immediate supervisor.
- B. If no satisfactory agreement is reached within 2 calendar days after (Section A of procedures) the grievance shall be submitted to the officer in charge of his division, a copy to the division head and a copy to his director of that department.
- C. If no satisfactory agreement is reached, he may then request, after three (3) calendar days after step (B) a conference with his Division head.
- D. If there is no agreement reached by both sides, the Director of the Department shall have ten (10) days to submit his decision in writing, after (A) through (C) have been followed.
- E. The aggrieved employee has a right to be represented by Counsel or by an official of his Bargaining Agent. If additional time is needed by either side regarding the above procedures, it must be by mutual consent of both sides and approved by the Director of the Department or the Administrator.
- F. Employees shall have the right to refrain from joining employee organizations and may present a grievance as an individual. The P.B.A. can represent the individual under Public Law 303.
- G. Pertaining to Section 13:12 of Administrative Code. The Business Administrator shall establish an Employee Grievance Procedure, which shall review and adjust informally such grievances as any employee or Department Head may present to it. Such review and adjustment shall be in accord with Article 1, Section 19 of the New Jersey Constitution.
- H. Within ten (10) days of transmittal of written answer by Administrator, if grievance is not settled to satisfaction of employer, employee or Bargaining Agent, either party to this agreement may request that grievance be submitted to arbitration in writing to the office of the Mayor, as herewith set forth. Notification shall be by Certified Mail.
- I. The arbitrator shall be selected mutually by both parties. The arbitrator must limit his arbitration to issues that were presented at time of the grievance. The arbitrator can only arbitrate to those matters which are not in conflict with the Rules and Regulations of the Civil Service Commission. The arbitrator should be selected

either from New Jersey State Board of Mediation or American Arbitration Association. Expenses will be borne equally by the P.B.A. and the employer. Only the employer and the P.B.A. reserve the right to submit to arbitration. The arbitors' decision shall be binding on both parties.

- J. The grievance procedure shall be enforced as long as it is not in conflict with anything herein provided. It shall not be in conflict with Title 11 of NJSA or Title 40 or the Administrative Code of Jefferson Township Section 13.7 to 13.15 of Administration Section 5.3 Personnel of the Administrative Code, or Rules and Regulations of the Jefferson Township Police Department.

SCHEDULE A

Section 7

Salary and Wage Scale

<u>Steps</u>	<u>Patrolman</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
	\$ 9,630.00 (1st. 6 months)			
1	10,630.00	\$15,044.00	\$16,167.00	\$17,291.00
2	11,112.00			
3	11,673.00			
4	12,347.00			
5	13,021.00			
6	13,696.00			

(A) The below listed personnel shall be paid in accordance with the above stated guide as follows:

	<u>1975</u>	<u>1976</u>
Captain Harold Rague	Step #1	1
Captain Robert Mosedale	" "	1
Lieutenant Joseph Marra	" "	1
Sergeant Wesley Ross	" "	1
Sergeant Henry Merz	" "	1
Sergeant Ted Romanosky	" "	1
Sergeant Frank Distasi	" "	1
Sergeant William Hine	" "	1
Sergeant Kenneth Wilsusen	" "	1
Sergeant Michael Thomas	" "	1
Sergeant James Leach	" "	1
Patrolman Martin Kowal	Step #4	4
Patrolman Frank Gerndt	Step #6	6
Patrolman Henry Porcja	Step #6	6
Patrolman David Dunn	" "	6
Patrolman Richard Floyd	" "	6
Patrolman Albert Stearn	" "	6
Patrolman Richard Sedgeman	Step #5	6
Patrolman William McConley	" "	6
Patrolman Henry Boonstra	Step #4	5
Patrolman Paul Hart	" #5	6
Patrolman George Stamer	" #5	6
Patrolman Gary Turnberger	" #5	6
Patrolman Cornelius Maas	" #2	3
Patrolman Guido Trisolini	" #2	3
Patrolman Kenneth Pielich	" #2	3
Patrolman William McEllen	" #2	3
Patrolman John Donnelly	" #2	3
Patrolman Lyle Collins	" #2	3

(B) Any officer appointed to the position of Detective will receive additional compensation of \$700.00 per annum payable bi-annually, in June and December. Detectives shall not receive overtime or call out time.

(C) Any patrolman's length of service shall be based upon his anniversary date of employment. Any officers above the rank of Patrolman, the length of service shall be based upon his anniversary date of the promotion for promotional purposes only. Longevity shall be based upon the anniversary date of employment for all officers.

Those officers employed or promoted prior to July first of any year shall be deemed employed or promoted the preceeding January first. Those officers employed or promoted subsequent to July first shall be deemed employed or promoted the subsequent January first.

(D) If, at any time, a police applicant has prior police experience, the Chief of Police, at his discretion, may place the applicant in the herein stated guide no further than the third (3rd) step, with the approval of the Mayor.

(E) Any officer appointed during the term of this agreement will be placed at \$9,630.00 for the first 6 months and then go to step #1 of the above stated guide. This excludes officers appointed under the special provisions of paragraph (D).

(F) It is agreed by the employer and the P.B.A. that all promotions to a higher rank shall be made within the Division of Police as it exists at the time of said vacancy, except Chief. The Chief's position will be filled in accordance with Civil Service regulations.

(G) Each step in Section 7, Schedule A, equals one year of service and officers will automatically move up a step the first day of each year (January 1) and shall receive this

compensation in the first paycheck of January. In the event a new contract has not been negotiated, the step increases will be automatically granted.

IN WITNESS WHEREOF, the parties hereby covenant and agree to be bound by this instrument and have hereunto set their hands and seals this day of 1975.

ATTEST:

THE TOWNSHIP OF JEFFERSON

Jeanine Gable
Clerk of the Township Council

Horace Chamberlain, Mayor

Alvin O. Gunneson, President
Township Council

Thomas Grady, Administrator

WITNESS:

JEFFERSON TOWNSHIP POLICEMAN'S
BENEVOLENT ASSOCIATION, LOCAL 190

William McConley
President